

# **Exhibit 1**



UNITED STATES OF AMERICA

AGENCY FOR INTERNATIONAL DEVELOPMENT

Dhaka, Bangladesh

May 27, 2002

John J. Dumm  
Senior Vice President  
Pathfinder International  
Nine Galen Street, Suite 217  
Watertown, MA 02472

**Subject: Cooperative Agreement No. 388-A-00-02-00060-00**

Dear Mr. Dumm:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (USAID) hereby awards to Pathfinder International (hereinafter referred to as the "Recipient"), the sum of \$59,999,997 to provide support for the Bangladesh NGO Service Delivery Program, as fully described in the Schedule of this award and in Attachment 2, entitled "Program Description."

This Cooperative Agreement is effective and obligation is made as of the date of this letter and shall apply to expenditures made by the Recipient in furtherance of program objectives during the period beginning May 23, 2002 and ending on September 30, 2006.

This award is made to the Recipient on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment 1 (the Schedule); Attachment 2 (the Program Description); and Attachment 3 (the Standard Provisions); all of which have been agreed to by your organization.

Please sign the original and all enclosed copies of this letter to acknowledge your receipt and reconfirm your acceptance of the award, and return the original and all but one copy to the undersigned.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Maureen A. Shauket".

Maureen A. Shauket  
Regional Agreement Officer  
USAID/Bangladesh

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions
4. Standards for USAID Funded Communication Products

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The terms of this Agreement are acceptable to and acknowledged by the Pathfinder International:

ACKNOWLEDGED:



BY: \_\_\_\_\_

TITLE: Senior Vice PresidentDATE: May 23, 2002

## ACCOUNTING AND APPROPRIATION DATA

## A. GENERAL

Total Estimated USAID Amount:	\$59,999,997
Total Obligated USAID Amount:	\$11,934,246
Cost-Sharing Amount (Non-Federal):	\$2,237,599
Project Number:	388-0201.09
	Activity Title: Bangladesh NGO
	Service Delivery Program
USAID Technical Office:	Population, Health & Nutrition
Tax I.D. Number:	53-0235320
DUNS No.:	062157045
LOC Number:	72-001347
Budget Fiscal Year:	02
Operating Unit:	USAID/Bangladesh
Strategic Objective:	SO-1
Benefiting Geo Area:	941
Object Class Code:	251920
Product Class Code:	R-421

## B. SPECIFIC FUNDING INFORMATION

Original Award

MAARD Number:	022U388P2010080, Amend #1
Appropriation:	721/21021
BPC:	HDV1-02-23388-BG13
R/C:	P201202
Amount Obligated:	\$1,221,746
Appropriation:	72X1095
BPC:	HCDX-02-23388-KG13
R/C:	P201203
Amount Obligated:	\$3,717,286

**FUNDS AVAILABLE**

MAARD Number:	022U388P2010080, Amend #2
Appropriation:	72X1095
BPC:	HCDX-02-23388-KG13
R/C:	P201203
Amount Obligated:	\$6,995,214

*Initials* *Date*  
*[Signature]* *5/23/02*

Total Obligation:	<u>\$11,934,246</u>
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## **2. Program Performance Planning and Reporting**

### **a. Performance Report**

The Recipient shall submit quarterly program performance reports to USAID during the duration of the Agreement. The original and one copy will be submitted to the USAID Cognizant Technical Officer (CTO) and one copy will be submitted to the Agreement Officer. These reports will be submitted within 30 days following the end of the reporting period, and shall briefly present the following information:

- i. A comparison of actual accomplishment with goals established for the period. If the outputs of the program can be readily quantified, such quantitative data should be related to cost data for computation of unit costs.
- ii. The reasons why established goals were not met, if applicable.
- iii. Other pertinent information including the status of finances and expenditures and, when appropriate, analysis and explanation of cost overruns or high unit costs.

### **b. Annual Workplan**

- i. The Recipient shall submit a draft workplan delineated by quarterly periods, of its activities within 60 days of the effective date of this Cooperative Agreement. Subsequent annual workplans should be submitted one month prior to commencement of the next Cooperative Agreement year. USAID will review the draft workplan and provide comments and/or suggestions within 30 days of receipt. The Recipient shall then submit two copies of the final workplan to the USAID Cognizant Technical Officer (CTO) for approval not later than 15 days from receipt of USAID's comments and/or suggestions. The Recipient shall also submit one copy of the final workplan to the Agreement Officer. The Recipient shall meet with the CTO and other USAID officials during the duration of the project on a regular basis to brief USAID on the progress made and any changes to the program.
- ii. Annual workplans and changes/revisions thereto must be within the scope of the Program Description (Attachment 2) of this Cooperative Agreement. Workplans and changes/revisions thereto shall describe activities to be conducted during the period at a greater level of detail than the Program Description, but shall not serve to change the Program Description in any way. Therefore, all workplans and changes/revisions thereto shall cross-reference the applicable section(s) in the Program Description. The Program Description shall take precedence over the workplans and any changes/revisions thereto, in the event of any conflicts or inconsistencies between the Program Description and the workplan and any changes/revisions thereto. Any changes to the Program Description must be approved by the Agreement Officer by means of a modification to this Cooperative Agreement.

### **c. Monitoring and Evaluation Plan**

- i. The Recipient shall submit two copies of a draft Monitoring and Evaluation (M&E) plan to the USAID Cognizant Technical Officer (CTO) within 3 months of the effective date of this Cooperative Agreement. The M&E plan will cover the entire period of this Cooperative Agreement. The plan shall include,

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but not necessarily be limited to, the following: (1) the results to be achieved by the program; (2) the indicators to be used to measure achievement of the results; (3) the method of data collection to be used to obtain the indicator data; and (4) targets for each indicator by year. The Recipient may consult with the USAID CTO and other USAID officials in the development of the M&E plan.

ii. USAID will review the draft M&E plan and provide comments/suggestions within 30 days of receipt. The Recipient shall then submit copies of the final M&E plan to USAID CTO for approval not later than 15 days from receipt of USAID's comments/suggestions.

#### **d. Final Report**

The Recipient shall submit the original and two copies of the final report as follows: original to the Cognizant Technical Officer; one copy to Agreement Officer; and one copy to USAID Development Experience Clearinghouse, ATTN: Document Acquisitions, 1611 N. Kent Street, Suite 200, Arlington, VA 22209-2111 (or e-mail: docsubmit@dec.cdie.org).

The final performance report shall contain the information described in 22 CFR 226.51(d) covering the full period of the Agreement.

#### **A.6 INDIRECT COST RATE**

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

<u>Description</u>	<u>Rate</u>	<u>Type</u>	<u>Period</u>	<u>Base</u>
Indirect Costs	22.51%	1/	1/	1/

1/Type of Rate: Provisional

Period: 07/01/01-until amended

Base of Application: Total Direct Costs excluding "bulk" commodity purchases (i.e., any single procurement action greater than \$250,000 for tangible goods purchased for distribution to third party recipients, to include, but not limited to: medical equipment, vehicles, computer equipment and software, office furniture and equipment, and audio visual equipment - including obsolete write-offs shown as "AID funded program support"), contraceptives, and related freight in their entirety, and subcontracting technical services and subagreements (i.e., AID funded subprojects payments) greater than \$100,000 per year per agreement.

#### **A.7 TITLE TO PROPERTY**

Title to all property acquired and financed hereunder shall vest in the Recipient, subject to the requirements of 22 CFR 226.30 through 22 CFR 226.37 regarding use, accountability, and disposition of such property.

#### **A.8 COST SHARING**

The Recipient agrees to expend an amount not less than \$2,237,599 as cost share contribution to the total program. Cost sharing contributions must meet the criteria as set forth in the Standard Provision of the award entitled "Cost Sharing (Matching)".

**A.9 PROGRAM INCOME**

The Recipient shall account for Program Income in accordance with 22 CFR 226.24. Program Income earned under this award shall be added to the program.

**A.10 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this award is 941 and Bangladesh, in accordance with paragraph (b) (1) of the Standard Provision Entitled "USAID Eligibility Rules for Goods and Services."

**A.11 SUBSTANTIAL INVOLVEMENT UNDERSTANDING**

It is understood and agreed that USAID will be substantially involved during performance of this Cooperative Agreement as set forth below:

**1. Annual Workplan**

The USAID CTO must approve the annual workplans described in Section A.5.2 (b) above, including any significant changes/revisions thereto.

**2. Monitoring and Evaluation Plan**

The USAID must approve the Recipient's "Monitoring and Evaluation Plans" as described in Section A.5.2(c) above.

**3. Key Personnel**

The following positions and individuals have been designated as key to the successful completion of the objective of this award. The USAID CTO must approve the placement of the key personnel or any replacement of key personnel position designated below:

<u>Position</u>	<u>Person</u>
Chief of Party	J. Portugill
Finance & Admin Officer	TBD
Health Management and Finance Officer	TBD
MIS Advisor	Mizanur Rahman
Clinical Services Officer	Shailini Shah

**4. Joint Participation**

An Advisory Committee, chaired by the Secretary of Health and Family Welfare (or his/her designee) consisting of Population, Health & Nutrition Team, the GOB, the Recipient and other cooperating agencies and their partner organizations will hold annual performance reviews. Regular coordination meetings and field visits, as well as periodic external assessments, will be conducted by USAID and/or the Advisory Committee for the purpose of program assessment and monitoring, planning, and problem solving, as mutually agreed.



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**ATTACHMENT 2**  
**PROGRAM DESCRIPTION**

**I. Vision**

Pathfinder's NSDP-Team vision is to enable Bangladeshi NGOs to become technically and managerially self-sufficient in the provision of essential health services and to maximize NGO access to non-USAID funding for essential-service delivery. The team will assist NGOs previously funded under USAID's National Integrated Population and Health Program (NIPHP) and, subject to USAID approval, new NGOs to:

- Attain and sustain demonstrable technical competence in the provision of essential services;
- Increase the use of essential services, especially among the poor;
- Make and implement well informed decisions about what services to provide and how;
- Mobilize and effectively utilize financing from sources other than USAID; and
- Be accountable to their founders and to the communities they serve.

The team will also work with the Government of Bangladesh and other donors to establish a policy environment conducive to government/other-donor funding of NGOs as essential-service providers, enabling USAID to re-allocate funding from mature NGOs to less experienced NGOs and thus increase the supply of well qualified NGOs in the health sector.

**II. Activities**

The NSDP Team will seek to attain the following four objectives.

**Objective 1.** Expand the range and improve the quality of ESP services provided by NGOs at the clinic and community level.

**A. Rationalized Service Delivery Networks**

The team will work with NGOs to expand and strengthen linkages among community health workers (i.e., the Depot Holders, Community Mobilizers, Service Promoters and Senior Service Promoters supported under the previous Rural Service Delivery Project and Urban Family Health Partnership), NSDP clinics, other private and NGO providers, GOB hospitals and community clinics and other referral centers through expanded partnerships, increased communication, more effective referral mechanisms, and shared technical inputs. At the start of the project, the team will convene regional planning workshops to assist NGOs to plan their own service delivery objectives based on the local constraints and opportunities.<sup>1</sup>

The team will provide a set of technical criteria, consistent with GOB regulations, for individual service-delivery sites to use to select potential components of the GOB's Essential Service Package (ESP) to be provided at each site. Specific services will be grouped along a continuum of care ranging from a "minimum ESP" to a "maximum ESP". The team will then work with NGOs to conduct technical and financial assessments of the feasibility of providing new services and of continuing to provide existing,

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<sup>1</sup> This will be done in concert with Objective 3 activities to develop NGO management objectives.